



JONATHAN E. FIELDING, M.D., M.P.H.
Director and Health Officer

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December 13, 2011

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#20 DECEMBER 13, 2011

SACHI A. HAMAI
EXECUTIVE OFFICER



BOARD OF SUPERVISORS

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The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL TO ACCEPT FUNDING AND EXECUTE A SUBCONTRACT AGREEMENT WITH
HEALTHY HOUSING SOLUTIONS, INC., FUNDED BY THE CENTERS FOR DISEASE CONTROL
AND PREVENTION, EFFECTIVE AUGUST 15, 2011 THROUGH AUGUST 14, 2014
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval to accept funding and execute a three-year subcontract agreement with Healthy Housing Solutions, Inc. to implement the project, Tobacco Control: Adoption, Health Impact and Cost of Smoke-Free Multi Unit Housing Policies, and accept future amendments.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of the Department of Public Health (DPH), or his designee, to accept and execute Subcontract Agreement No. HHSI-11-S-1006 with Healthy Housing Solutions, Inc. (Solutions) (Exhibit I), effective August 15, 2011 through August 14, 2014 in the amount of \$1,210,152; 100 percent offset by the Centers for Disease Control and Prevention (CDC) funds.
2. Delegate authority to the Director of DPH, or his designee, to accept future subcontracts and/or amendments that are consistent with the requirements of Subcontract No. HHSI-11-S-1006 that extend the term through August 15, 2016; reflect non-material and/or ministerial revisions to the subcontract's terms and conditions; allow for the rollover of unspent funds and/or redirection of funds; adjust the term of the subcontract through November 15, 2016; and/or provide an increase or decrease in funding up to 30 percent above or below the subcontract term's base amount, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office (CEO).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will allow DPH to accept funding to implement the Tobacco Control: Adoption, Health Impact and Cost of Smoke-Free Multi Unit Housing Policies project. This project will evaluate exposure to secondhand smoke in multi-unit housing that impacts approximately 585,000 adults and 336,000 children in Los Angeles County every year. The goal of the project is to develop and disseminate educational and training materials to reduce or eliminate secondhand smoke exposure in multi-unit housing.

Specific products to be developed and disseminated include: 1) toolkits to educate owners and managers of multi-unit housing about the harmful consequences of secondhand smoke exposure and to provide practical guidelines to reduce or eliminate exposure to secondhand smoking among tenants; 2) educational and training materials to address the problem of secondhand smoke exposure in disadvantaged communities that bear the highest chronic disease burden; 3) peer reviewed articles for publication in scientific journals to disseminate research findings to health care professionals; and 4) reports of study findings for dissemination to stakeholders, policy makers, and decision makers to foster reductions in secondhand smoke-related morbidity and mortality among the communities they serve.

In order to accomplish the subcontract's goals and objectives, for the term of the grant DPH may utilize the temporary personnel master agreements approved by your Board on October 19, 2010.

Solutions awarded these funds to DPH effective August 15, 2011 as this date coincides with the parent award date. However, DPH will incur no expenditures until the recommendation to execute the subcontract agreement is approved by your Board.

Implementation of Strategic Plan Goals

The recommended actions support Goal 2, Children, Family and Adult Well-Being, and Goal 4, Health and Mental Health, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The total amount of the subcontract agreement with Solutions is \$1,210,152 for the period of August 15, 2011 through August 14, 2014, 100 percent offset by CDC funding, at no net County cost.

Funding will be included in future FYs, as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

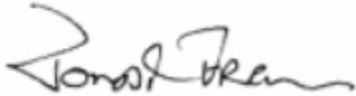
On August 3, 2011, DPH submitted a technical proposal to Solutions in the amount of \$1.1 million for the period of August 15, 2011 through August 14, 2013. On August 15, 2011, DPH received notification of the subcontract agreement in the amount of \$799,527. On October 17, 2011, Solutions issued a revised subcontract agreement in the amount of \$1,210,152 for the period of August 15, 2011 through August 14, 2014. DPH was selected as a contractor given the Tobacco Control and Prevention Program's expertise in this subject area.

Solutions' principal office is located in the State of Maryland. This Subcontract will be construed in accordance with the laws of the State of Maryland.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow DPH to enter into a subcontract agreement with Solutions to develop and implement effective and timely initiatives and activities that support tobacco control and prevention efforts throughout Los Angeles County.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Jonathan E. Fielding". The signature is fluid and cursive, with the first name "Jonathan" being more prominent than the last name "Fielding".

JONATHAN E. FIELDING, M.D., M.P.H.

Director and Health Officer

JEF:jlrm

Enclosures

c: c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

SUBCONTRACT NO. HHSI-11-S-1006

THIS SUBCONTRACT is entered into by and between **Healthy Housing Solutions, Inc.**, with its principal office located at 10320 Little Patuxent Parkway, Suite 500, Columbia, Maryland 21044, hereinafter called "**Solutions**" and the **Los Angeles County Department of Public Health**, with its principal office located at 3530 Wilshire Boulevard, Suite 800, Los Angeles, California 90010, hereinafter called the "**Subcontractor**."

WHEREAS on August 15, 2011, Solutions entered into Contract No. 200-2010-37369, Task Order No. 0004, for the project entitled "Tobacco Control: Adoption, Health Impact and Cost of Smoke-Free Multi-Unit Housing Policies," with the US Centers for Disease Control and Prevention, hereinafter called the "Client;"

WHEREAS on September 27, 2011, Client issued and Solutions agreed to an Amendment of Solicitation/Modification of Contract, which added task assignments and deliverables to Contract No. 200-2010-37369, Task Order No. 004;

WHEREAS Solutions desires the Subcontractor to perform services as more fully described in below under Item 2;

WHEREAS, the Subcontractor is willing to undertake the performance of such services on a cost reimbursable basis, subject to the maximum compensation amount under Item 3;

WHEREAS, Solutions finds that the Subcontractor is qualified to perform such services, all relevant factors considered.

NOW, THEREFORE, in consideration of the premises, the parties do mutually agree as follows:

- 1) **Term.** This Subcontract shall commence as of August 15, 2011 and expire on August 14, 2014.
- 2) **Scope.** The Subcontractor shall furnish all labor and related expense items necessary to complete the work in accordance with Appendix A Scope of Work.
- 3) **Compensation.** Solutions shall pay the Subcontractor the maximum amount of **\$1,210,151.81** for work performed as described in Section 2 above, inclusive of all Subcontractor's labor expenses, Subcontractor's consultant expenses, and Subcontractor's other direct costs and fees.
- 4) **Construction.** This Subcontract shall be construed, interpreted, and applied under and in

accordance with the laws of the State of Maryland.

- 5) **Parties Bound.** The terms and provisions of this Subcontract shall be binding upon the parties hereto, their legal representatives, successors, and assigns.
- 6) **Arbitration.** Any controversy or claim arising out of, or relating to this Subcontract and any Subcontract - Task Order or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association. Judgment upon the award rendered may be entered in any Court having jurisdiction thereof. Any award rendered hereunder shall be final and binding on all parties thereto.
- 7) **Payments/Contract Type.** This is a cost reimbursable type of Subcontract. The total funds authorized for payment of time and materials in the performance of this Subcontract are specified in Section 3 above. All costs incurred on this Subcontract shall be charged by the Subcontractor to accounts that are separate from all others within the Subcontractor's accounting records/system and are for the express purpose of collecting costs incurred for the Subcontract, subject to Appendix B Invoicing Instructions. In no event will Solutions be required to reimburse, and the Subcontractor shall not incur, any charges in excess of the amount authorized in Section 3 above. Solutions may elect to authorize additional funds in an amount mutually agreed upon in writing for the Subcontract. Whenever the Subcontractor has reason to believe that the total cost of the work under the Subcontract will be greater or substantially less than the amount authorized, the Subcontractor shall promptly notify Solutions' President/CEO. Solutions may withhold payment of any invoice if the Subcontractor has not complied with any material requirement of the Scope in Section 2 above and this Subcontract. Such payment will be made only when the requirements of the Scope in Section 2 above and this Subcontract have been satisfactorily met. Any payment so withheld shall not accrue interest. If the Subcontractor becomes aware of a duplicate payment or that Solutions has otherwise overpaid on an invoice payment, the Subcontractor shall immediately notify Solutions' President/CEO in writing and request instructions for correction of the overpayment. The Subcontractor will credit any overages against the following invoice. The Subcontractor shall promptly notify Solutions' President/CEO in writing when the aggregate of expenditures plus outstanding commitments and liabilities allowable under this Subcontract is equal to eighty-five percent (85%) of the amount authorized in Section 3 above. When such expenditures and outstanding commitments and liabilities equal one hundred percent (100%) of such amount in Section 3 above, the Subcontractor shall make no further commitments or expenditures unless and until Solutions, by written notice, increases the amount authorized for this Subcontract.
- 8) **Invoicing.** The Subcontractor shall submit monthly invoices by the 15th of each month, for work completed and other direct costs incurred during the previous month under this Subcontract, to: Healthy Housing Solutions, Inc., 10320 Little Patuxent Parkway, Suite 500, Columbia, Maryland 21044, Attention: Jackson L. Anderson, Jr., President/CEO. The Subcontractor shall not let work to be billed under this Subcontract to accrue more than 30 days. Subject to Appendix B Invoicing Instructions, the Subcontractor's invoices shall include the Subcontract Number, the number of hours worked by Subcontractor's staff

members assigned to the project and the specific other direct costs incurred. Travel costs that are authorized for performance of this Subcontract shall not exceed rates established by the Joint Travel Regulations issued by the United States Government unless authorized by Solutions' President. The final invoice for this Subcontract shall be marked with the words "Final Invoice" and must be submitted by the Subcontractor within 30 days after the end date of this Subcontract period.

- 9) **Program Management.** The following representatives from each party will serve as the primary contacts for all matters pertaining to this Subcontract:

Solutions

Jackson L. Anderson, Jr.
President/CEO

10320 Little Patuxent Parkway, Suite 500
Columbia, MD 21044
(443) 539-4182 (voice)
(443) 539-4181 (facsimile)
janderson@healthyhousingsolutions.com

Subcontractor

Linda Aragon
Director, Tobacco Control and Prevention
Program
3530 Wilshire Boulevard, Suite 800
Los Angeles, California 90010
(213) 351-7811 (voice)
(213) 880-8105 (facsimile)
laragon@ph.lacounty.gov

- 10) **Technical Liaison.** Solutions' Technical Representative for this Subcontract will be Jackson L. Anderson, Jr., President/CEO. All technical liaisons with the Subcontractor shall be directly between the Subcontractor and Solutions' Technical Representative. As used in this Subcontract, "technical liaison" means directions to the Subcontractor that fills in details, require pursuit of certain lines of inquiry, shift work emphasis, or otherwise serve to accomplish the Scope as described in Section 2 above and this Subcontract. Technical liaison, to be valid, must be within the Scope as described in Section 2 above, may not constitute a new assignment of work or a change to the express terms, conditions, or specifications incorporated into this Subcontract, and shall not be a basis for any increase in the Subcontract amount, nor be cause for an extension to the Subcontract - Task Order period of performance. Costs for changes to this Subcontract effort, including changes to the Scope as described in Section 2 above, accepted and performed by the Subcontractor's personnel outside of this Subcontract, without specific written authorization of Solutions' President/CEO, shall be the sole responsibility of the Subcontractor. If, in the opinion of the Subcontractor, any instruction or direction issued by Solutions' Technical Representative is not within the Scope as described in Section 2 above, the Subcontractor shall not proceed but shall notify Solutions' President/CEO in writing within five (5) working days after receipt of the instruction or direction. Within a reasonable period of time, Solutions' President/CEO shall take steps to cancel the instruction or direction, negotiate and issue an appropriate modification to the Scope as described in Section 2 above, or advise the Subcontractor in writing that, in Solutions' opinion, the instruction or direction is within the Scope as described in Section 2 above and does not constitute a change. A failure of the parties to agree upon the nature of the instruction or direction, or upon a modification to the Scope in Section 2 above, shall be subject to the "Disputes" provision of this Subcontract. Under no circumstances will the Subcontractor independently act upon directions given to it by

representatives of Solutions' Client. If the Subcontractor receives such directions from a representative of Solutions' Client, the Subcontractor will immediately notify Solutions' President/CEO and obtain written authorization from Solutions' President/CEO before taking any action based upon the Client's direction. Solutions will not be liable for the cost of such work performed by the Subcontractor without written authorization by Solutions' President/CEO.

- 11) **Changes.** Solutions may, at any time, by written order and without notice to sureties, make changes within the Scope as described in Section 2 above by issuance of a written change order. Changes within the Scope as described in Section 2 above and any claims for charges for any such change shall only be effective if authorized in advance by Solutions' President/CEO. The Subcontractor shall submit a detailed cost breakdown within twenty (20) days of receipt of any change order to Solutions' President/CEO. The Subcontractor shall continue performance of its work under this Subcontract while preparing the written change order proposal unless otherwise directed by Solutions' President/CEO. Any such change shall be in accordance with this clause and, if any, the applicable flow-down provisions of this Subcontract.
- 12) **Confidentiality/Nondisclosure.** The Subcontractor and its employees shall maintain in strict confidence all information received from Solutions and/or generated by the Subcontractor including, but not limited to, proposals, specifications, business and marketing plans, test plans, protocols, test results, results of analyses, project notebooks, project documentation, notebooks and other technical, business, proprietary and trade secret information. The Subcontractor agrees that all employees, contractors, consultants or agents working under this Subcontract shall comply with these obligations of confidentiality. The confidentiality obligations of this clause shall survive termination or expiration of this Subcontract.
- 13) **Intellectual Property.** It is agreed that this effort is not for research and development services and there is no expectation of any "invention(s)" (defined as any discovery, which is or may be patentable or otherwise protected under Title 35 of the U.S. Code) in the performance of work under this Subcontract. Notwithstanding same and subject to the Patent Rights under Government Contracts clauses found in subparts 27.3 and 52.227 of the Federal Acquisition Regulations, Solutions shall be the exclusive owner of all inventions, innovations, business plans/systems, concepts, computer codes, and other information, writings, and discoveries arising out of Subcontractor's performance under this Subcontract. The Subcontractor agrees to immediately disclose to Solutions any such inventions, concepts, computer codes, and other information, writings, and discoveries. All copyrightable works shall be deemed works for hire under the Copyright Law, but to the extent that by operation of law or otherwise that they are not works for hire, then the Subcontractor shall assign to Solutions, and does hereby assign to Solutions, all rights, title, and interest in the copyrightable work and the copyright therein, including the right to apply for and receive copyright registrations and other similar protection which may then be available in the name of Solutions. The Subcontractor agrees to assign to Solutions, and does hereby assign to Solutions, all rights, title, and interest in such inventions, business systems/plans, concepts,

computer codes and other writings and discoveries. Solutions shall have the right to file applications in its own name as assignee or applicant for patent, copyright, trademark and/or other intellectual property protections which may then be available in the United States and foreign countries. In countries where necessary, the Subcontractor shall, at the request and expense of Solutions, make such application and/or execute any papers and do all such things as may be reasonably required to assign and protect the rights of Solutions or its transferees or designees in all such properties.

- 14) **Independent Contractor.** The Subcontractor is an independent contractor and not an employee, agent or representative of Solutions. The Subcontractor shall be solely responsible for all employment-related wages, benefits, FICA, federal and state unemployment and other taxes and payments as required by law, for itself and any persons it employs. The Subcontractor shall perform the services and provide the necessary facilities, personnel, materials, equipment, and shall otherwise do all things necessary for the performance of this Subcontract, and shall be solely responsible for its own financial obligations to third parties and to its employees and contractors. Further, the Subcontractor agrees that it shall not be covered by any Solutions' insurance or benefits, including but not limited to Worker's Compensation, General Liability, Employer's Liability, Automotive Liability, and Unemployment Compensation. The Subcontractor shall protect, defend and hold Solutions harmless from any claims or penalties asserted or assessed against Solutions by any person or governmental entity relating to the Subcontractor's responsibilities as an independent contractor.
- 15) **Flow-Downs and References.** Referenced and/or attached to this Subcontract, and hereby incorporated by reference, are flow-down provisions of the prime Contract No. 200-2010-37369. The Subcontractor shall comply with all terms and conditions of the flow-down provisions. For purposes of this Subcontract, terms contained in those attachments and in other applicable acquisition regulation references, such as "Client," "Buyer," a company name, "Government," and equivalent terms referring to Solutions' Client, shall be deemed to mean Solutions; and terms such as "Subcontractor," "The Subcontractor," "Vendor," and equivalent terms shall be deemed to mean the Subcontractor.
- 16) **Conflict of Interest.** The Subcontractor will avoid and immediately notify Solutions of any actual or apparent conflict of interest of the Subcontractor with the objectives of Solutions or its Client or other clients. Such conflicts include, but are not limited to, interests, activities, or relationships (past, present or planned) which appear to bias the Subcontractor's judgment, impair the Subcontractor's or its employees', contractors' or agents' ability to provide impartial services to Solutions, or provide the Subcontractor or Solutions with an unfair competitive advantage with respect to a present or future Subcontract activity.
- 17) **Government/Solutions-Furnished Property.** Solutions may furnish to the Subcontractor, for use in the performance of the Scope as described in Section 2 above, such Solutions and/or Government-owned property, facilities, and material, as Solutions/the Government deems necessary.

- a) Title to all property furnished by the Government, either directly or through Solutions, shall remain in the Government. Title to all property purchased by the Subcontractor, the cost of which the Subcontractor is entitled to be reimbursed for as a direct item of cost under this Subcontract, shall pass to and vests in the Government upon delivery of such property by the Subcontractor. Title to other property, the cost of which is reimbursable to the Subcontractor under this Subcontract, shall pass to and vest in the Government upon the earlier of:
- i. Issuance for use of such property in the performance of this Subcontract;
 - ii. Commencement of processing or use of such property in the performance of this Subcontract; or
 - iii. Reimbursement of the cost thereof by the Government, through Solutions, in whole or in part.

Title to this property shall not be affected by the incorporation or attachment of such property to any property not owned by the Government, nor shall such property or any part thereof be or become a fixture or lose its identity as personality by reason of affixation to any realty.

- b) The Subcontractor's obligations for Government-owned property, facilities, and material are as follows:
- i. Any or all items of Government property provided to the Subcontractor by Solutions are to be inspected upon receipt for possible damages during transit. Any damage to Government-furnished property is to be reported promptly to Solutions' President/CEO in writing;
 - ii. All Government-furnished property shall be given normal maintenance care and adequately protected while in the Subcontractor's possession;
 - iii. If any loss, damage, or destruction occurs while the Government-furnished property is in the possession of the Subcontractor, Solutions' President/CEO shall be immediately notified in writing;
 - iv. An annual inventory of all Government property in the Subcontractor's possession must be provided to Solutions' President/CEO. A final inventory report is required at the end of this Subcontract period of performance;
 - v. Final disposition instructions will be issued by Solutions President/CEO when applicable; and
 - vi. All government-furnished property shall be utilized only on work as specified under this Subcontract.
 - vii. The Subcontractor shall return all Government-owned property in as good condition as when received, except for reasonable wear and tear and except for property properly consumed in the performance of this Subcontract. The Subcontractor assumes all risk of and shall be responsible for any loss or destruction of, and damage to, Government-owned property while in the possession or control of the Subcontractor, its employees, agents or contractors. The Subcontractor shall cooperate in providing any information and taking any actions necessary for compliance with the applicable requirements of FAR provisions or prime Contract No. 200-2010-37369 provisions relating to Government-owned property.

- c) All property fabricated or purchased for the Subcontract, title to which rests with the Government, will be subject to the terms and conditions of subpart a) above.
- d) The Subcontractor's obligations for Solutions-owned property, facilities and material are the same as for Government-owned property.
- e) If the Subcontractor ceases to conduct its operations in the normal course of business (including the inability to meet its obligations as they mature), or if any proceeding under the bankruptcy or insolvency laws is brought by or against the Subcontractor, or if a receiver or trustee for the Contractor is appointed or applied for, or if an assignment for the benefit of creditors is made by the Subcontractor, Solutions may terminate this Subcontract as provided elsewhere. Solutions can immediately take possession of all supplies, equipment, goods, components, or other items of property, which Solutions has provided to the Subcontractor, or which is Government property, or which has been acquired by the Subcontractor and for which Solutions has made payment.

18) **Time Is Of The Essence.** Time is of the essence for any dates and schedules applicable to the Subcontractor's performance specified in Section 2 above or elsewhere in this Subcontract.

19) **Subcontracts and Assignment.** No portion of the work or services to be supplied under this Subcontract, other than purchase of necessary goods and materials to be incorporated into the work, may be subcontracted or assigned by the Subcontractor in whole or in part without the prior written consent of Solutions' President/CEO. Prior written consent is not necessary if the proposed subcontractor had been identified by the Subcontractor in the Subcontractor's technical and cost proposals submitted to Solutions prior to issuance of this Subcontract. The Subcontractor shall not assign any money due or to become due the Subcontractor under this Subcontract without the prior written consent of Solutions' President/CEO.

20) **Inspections.** Solutions shall have the right, at all reasonable times, to inspect or otherwise evaluate the work performed or being performed hereunder. If any inspection or evaluation is made by Solutions on the premises of the Subcontractor, the Subcontractor must provide all reasonable facilities and assistance for the safety and convenience of Solutions' representatives in the performance of their duties. Inspections and tests by Solutions do not relieve the Subcontractor of responsibility for defects or other failures to meet Subcontract requirements.

21) **Warranty.**

- a. **Goods.** In addition to the warranties provided for under the Uniform Commercial Code, the Subcontractor warrants that all goods furnished under this Subcontract will be free from defects for a period of one (1) year from termination of this Subcontract, will conform with all requirements of this Subcontract, and, unless manufactured solely in accordance with Solutions-certified manufacturing designs, will be free from defects in design. Any goods corrected or replaced will be covered by this warranty. The Subcontractor agrees to notify Solutions immediately upon becoming aware of a potential

problem with goods previously delivered to Solutions. Such notification shall include a recommended course of action.

- b. **Services.** The Subcontractor warrants that all services performed under this Subcontract will be performed with the highest standard of professional service, be free from defects, conform to the requirements of the Subcontract, and be performed in strict compliance with any specified regulatory or international standards, such as Good Laboratory Practices, Good Manufacturing Practices, ISO 9000, etc. Any services corrected or re-performed will be covered by this warranty.
- c. The warranties provided in a) and b) above shall apply unless a more extensive warranty(s) is/are specified elsewhere in this Subcontract and/or under the terms of Solutions' prime Contract No. 200-2010-37369, in which case the greater warranty shall apply.
- d. If the Subcontractor breaches any warranty, Solutions may elect, at its sole discretion and with no increase in this Subcontract amount, as specified in Section 3 above, to:
 - i. Require the Subcontractor either to repair or replace, at Solutions' election, defective or nonconforming goods promptly; or
 - ii. Require the Subcontractor promptly to furnish materials or parts and installation instructions required to successfully accomplish the correction of defective or nonconforming goods, and equitably reduce this Subcontract amount, as specified in Section 3 above, to account for the cost of correction including, without limitation, removal and installation; or
 - iii. Require the Subcontractor to promptly redesign defective or nonconforming goods and require the Subcontractor promptly to repair or replace goods manufactured in accordance with such defective design; or
 - iv. Require the Subcontractor either to correct or re-perform, at Solutions' election, defective or nonconforming services promptly; or
 - v. Equitably reduce the Subcontract amount as specified in Section 2 above; or
 - vi. Correct or have corrected the nonconformity at the Subcontractor's expense.

22) Insurance Requirements. The Subcontractor shall purchase and maintain during the term of this Subcontract and any extensions thereof, the following minimum insurance coverage:

- a. **Coverage/Policy Type:**
 - i. Workers' Compensation;
 - ii. Employers' Liability;
 - iii. Commercial General Liability (Including Contractual, and Products and Completed Operations Liability); and
 - iv. Business Auto Liability (Owned and Non-owned).
- b. **Coverage Limits:**
 - i. Statutory;
 - ii. \$1,000,000 per occurrence;
 - iii. \$1,000,000 per occurrence and \$2,000,000 aggregate; and

iv. \$1,000,000 per occurrence.

- c. Solutions shall be designated as an Additional Insured under the Subcontractor's Commercial General Liability coverage. The Subcontractor shall furnish to Solutions Certificates of Insurance evidencing compliance with the insurance requirements herein. These certificates shall provide for at least 30 days prior notice to Solutions of any cancellation, non-renewal or reduction of coverage. Such minimum insurance limits shall not limit the Subcontractor's liability under this Subcontract.

23) **Indemnification/Waiver.** Except to the extent that any such injury or damage is due directly and solely to the negligent acts or omissions of Solutions, the Subcontractor agrees, to the extent permitted by law, to indemnify and hold Solutions, its officers, trustees, agents, and employees harmless from any and all liability, claims, suits, demands and other damages to property or injury or death of persons (including but not limited to the Subcontractor's employees) and all costs and expenses (including but not limited to reasonable attorney fees) in connection therewith relating to or arising out of the Subcontractor's performance under this Subcontract. Further, the Subcontractor agrees to waive its immunity as an employer under applicable Federal, State, and local laws and regulations in order to fulfill its obligation to indemnify Solutions from claims by the Subcontractor's employees. The Subcontractor waives any and all claims against Solutions and its officers, trustees, and employees arising out of personal injury (including death) or damage to property occurring in connection with the Subcontractor's performance of this Subcontract, including, but not limited to, claims of subrogation under applicable Federal, State, and local laws or regulations or the laws of any other jurisdiction relating to workers compensation.

In its performance of this Subcontract, the Subcontractor shall comply with all applicable Federal, State, and local laws and regulations, including, but not limited to, all applicable laws and regulations relating to business ethics, protection of the environment, occupational safety and health, equal opportunity and non-discrimination, the *Immigration Reform and Control Act* and the *Fair Labor Standards Act*. The Subcontractor will indemnify and hold Solutions and its trustees, officers, employees, and representatives harmless from and against any claims, demands, suits, losses, damages, costs, and expenses arising out of any non-compliance, violation, or alleged non-compliance or violation by the Subcontractor of any such laws, regulations, and/or ordinances.

If the Subcontractor's services are "construction" related, as defined by applicable Federal, State, and local laws and regulations, this indemnity shall not apply to the extent that the injury, loss, or damage was caused by the negligence of Solutions.

24) **Indemnification for Price Reduction for Defective Cost or Pricing Data or for Improper Charges.** The Subcontractor agrees to hold Solutions harmless from any and all liability, claims, suits, demands, or other consequences, and all costs in connection therewith relating to the Subcontractor's failure to provide current, complete and/or accurate cost and pricing data or relating to any improper, unallowable, unreasonable or unallowable labor or other charge(s) for which the Subcontractor has requested payment or has been paid.

- 25) **Consequential Damages.** In no event shall either the Subcontractor or Solutions be liable for any special, incidental, or consequential damages of any type or nature, except as otherwise expressly provided in this Subcontract.
- 26) **Rights and Remedies.** The rights and remedies of Solutions set forth in this Subcontract are cumulative and in addition to any other rights or remedies that Solutions may have at law and/or in Equity.
- 27) **Force Majeure.** Neither party shall be held responsible to the other party for nonperformance or delay in performance due to acts of God, acts of government, wars, riots, strikes, accidents in transportation, fuel or material shortages, or other causes beyond the control of the parties and which could not have been reasonably foreseen or prevented. Should such acts or events occur, the parties shall use their best efforts to overcome all difficulties and to resume work as soon as reasonably possible.
- 28) **Notice of Debarment/Suspension.** The Subcontractor shall provide immediate notice to Solutions' President/CEO in the event of being suspended, debarred, or declared ineligible by any agency or Department of the US Government, or upon receipt of a notice of proposed debarment from any agency or department of the US Government, during the performance of this Subcontract.
- 29) **Export Control/International.** The Subcontractor agrees that it shall comply with all US laws and regulations applicable to exports. The Subcontractor agrees not to export or re-export any products, materials, items and/or technical data, or the product(s) thereof received from Solutions or developed under this contract unless the Subcontractor has obtained, in advance, Solutions' approval and all required license contracts or other authorizations from the US Government. Exports include, without limitation, the sending or taking of any products, materials, items or technical data out of the United States in a manner; disclosing or transferring technical data to a Foreign Person (i.e. any person who is not lawful permanent resident of the U.S. or is not a protected individual as defined by 8 USC section 1101 and 1324) whether in the United States or abroad; or performing services for a foreign client, whether in the United States or abroad.

The Subcontractor understands and agrees to comply with the United States Foreign Corrupt Practices Act, which prohibits Solutions and the Subcontractor from providing anything of value to a foreign public official in order to obtain or retain business. The Subcontractor agrees not to give anything of value, including but not limited to business gratuities and reimbursement of travel, to any foreign government officials. The Subcontractor agrees to insure that it complies with all requirements relevant to its business arrangement with Solutions, including any registration requirements, and warrants that this Subcontract is in compliance with all applicable laws and regulations of the country or countries in which it performs any services for Solutions.

- 30) **Access.** The Subcontractor shall comply with all the rules and regulations regarding conduct, security, and safety established by Solutions for access to and activities in and around Solutions' and/or its Client's buildings and properties. The Subcontractor also agrees that all

of the Subcontractors' employees will execute, upon request, an access contract permitting access to a Solutions facility.

31) **Publicity.** No public releases, including those for news, advertising, information, technical or scientific purposes relating to this Subcontract, shall be issued by the Subcontractor or by any second or lower tier contractor. Solutions does not endorse products or services. Accordingly, the Subcontractor shall not use or imply Solutions' or its Client's name, or use Solutions' or its Client's information or reports, for advertising, promotional purposes, raising of capital, recommending investments, sale of securities or in any way that implies endorsement by Solutions.

32) **Notice.** Any notice required to be made by either party to the other may be made by United States mail postage prepaid, overnight delivery postage prepaid, by facsimile with receipt documented, or by electronic or other means with actual receipt confirmed. All notices to Solutions will be sent to the Solutions' President/CEO.

33) **Stop Work.**

- a) Solutions may, at any time, require the Subcontractor to stop all or any part of the work under this Subcontract for a period of up to ninety (90) days, by written notice to the Subcontractor, and for any further period to which the parties may agree. Upon receipt of the notice, the Subcontractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the notice during the period of work stoppage. Within a period of ninety (90) days after a stop-work notice is delivered to the Subcontractor, or within any extension of that period to which parties shall have agreed, Solutions' President/CEO shall either:
 - i. Cancel the stop-work order; or
 - ii. Terminate the work covered by the stop-work order as provided in the Termination clause of this Subcontract.
- b) If a stop-work notice issued under this clause is cancelled in writing by Solutions, the Subcontractor shall resume work. If the ninety (90) day period or any extension merely expires, the Subcontractor shall contact Solutions' President/CEO and request written authorization prior to resuming work or initiating termination actions.
- c) Solutions' President/CEO may make an equitable adjustment in the delivery schedule of this Subcontract and it shall be modified, in writing, accordingly, if:
 - i. The stop-work notice results in an increase in the time required for or in the Subcontractor's cost for performance of this Subcontract; and
 - ii. The Subcontractor asserts its right to the adjustment within twenty (20) days after the end of the period of work stoppage; provided that, if Solutions' President/CEO decides the facts justify the action, he/she may receive and act upon the claim submitted at any time before final payment under this Subcontract.

- d) If a stop-work notice is not cancelled and the work covered by the notice is terminated for convenience, Solutions' President/CEO may allow reasonable costs resulting from the stop-work notice in arriving at the termination settlement.
- e) If a stop-work notice is not cancelled and the work covered by the notice is terminated for default, Solutions' President/CEO may allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

34) **Termination.** Solutions may terminate this Subcontract, in whole or in part, at any time by written notice to the Subcontractor, either for the convenience of Solutions or Solutions' Client or for default. In the event of termination for convenience, Solutions shall be liable for payments to the Subcontractor only for costs of performance rendered up to the effective date of termination and then only in accordance with the payment provisions of this Subcontract and contingent upon the Subcontractor's delivery of all items, information, reports, data, and other results of the Subcontract performance to Solutions. The Subcontractor shall submit a convenience termination settlement proposal promptly, but no later than three (3) months from the effective date of termination. If no termination settlement proposal is submitted prior to three (3) months from the effective date of termination, the Subcontractor's rights in termination are waived in their entirety. In no event will payments be made for anticipatory profits or consequential damages as a result of a termination of this Subcontract.

Solutions may terminate this Subcontract, in whole or in part, for Default under any of the following circumstances:

- a) If the Subcontractor fails to deliver the goods or to perform the services required by this Subcontract within the time specified herein or any extension thereof granted by Solutions in writing; or
- b) If the Subcontractor fails to perform any of the provision of this Subcontract or fails to make progress so as to endanger performance of this Subcontract and does not cure such failure within a period of ten (10) calendar days after receipt of a written cure notice from Solutions specifying the failure; or
- c) In the event of suspension of the Subcontractor's business, insolvency, institution of bankruptcy, liquidation proceedings by or against the Subcontractor, appointment of a trustee or receiver for the Subcontractor's property or business, or assignment, reorganization or arrangement by the Subcontractor for the benefit of creditors; or
- d) In the event of the suspension or debarment of the Subcontractor from participation in Federal or state Contracts(s).

In the event that this Subcontract is terminated for default, the Subcontractor shall be liable to Solutions for all amounts incurred for re-procurements of items or services provided for in this Subcontract, in addition to any other remedies provided by law or this Subcontract.

35) **Disputes.** All disputes shall be resolved in the following manner:

- a) Pending the formal resolution of any dispute involving this Subcontract, the

Subcontractor agrees to proceed with performance of this Subcontract in accordance with Solutions' instructions. Within one (1) year of the act giving rise to the dispute, the Subcontractor shall submit to Solutions' President/CEO a written demand for Solutions final decision regarding the disposition of any dispute, unless Solutions on its own initiative has already rendered such a final decision. Any Solutions final decision shall be identified as such in writing and shall be signed by Solutions' President/CEO, except that Solutions failure to render a final decision within ninety (90) calendar days after receipt of the Subcontractor's demand shall be deemed a final decision adverse to the Subcontractor.

- b) Solutions final decision shall be conclusive and binding regarding the dispute unless the Subcontractor commences an action to contest such decision in a court of competent jurisdiction within the State of Maryland within ninety days (90) days of the date of the decision or within one (1) year following the act giving rise to the dispute, whichever is later. Said dispute shall be adjudicated under the laws of the State of Maryland without regard to its principles of conflicts of law.
- c) The Subcontractor shall cooperate fully with Solutions in seeking a resolution of any dispute with Solutions' Client.
- d) Solutions and the Subcontractor shall each bear its own costs of processing of any dispute hereunder.

36) **Audit.** For three (3) years following the completion or termination of this Subcontract, Solutions and/or, if applicable, any cognizant government audit agency, shall have access to the Subcontractor's records and documentation for audit purposes during normal business hours and upon ten (10) day's notice. The Subcontractor shall promptly reimburse Solutions for any amounts for which the Subcontractor cannot provide adequate documentation or substantiation or are otherwise unallowable or not properly chargeable.

37) Closeout Actions and Reports.

- a) **Required Closeout Information.** Upon completion of this Subcontract, the Subcontractor shall forward to Solutions' Contracts Officer the following information within sixty (60) days of the Subcontract expiration date:
 - i. Property Closeout Certificate (provided when requested by Solutions);
 - ii. Report of Inventions and Subcontracts (provided when requested by Solutions); and
 - iii. Final Invoice marked or stamped "Final Invoice."
- b) **Assignments of Refunds, Rebates, Credits and Other Amounts.** Upon the Subcontractor's submission of the Final Invoice, Solutions payment of the final cost voucher (Invoice marked or stamped "Final Invoice") and in consideration of the reimbursement of costs, payment of fee (if any) and release of any amounts previously withheld, the Subcontractor agrees to:
 - i. Assign, transfer, set over and release to Solutions all right, title and interest to all refunds, rebates, credits, and other amounts (including any interest) arising out of the performance of this Subcontract, together with all right of action accrued or which

- may accrue; and
- ii. Take whatever action may be necessary to effect prompt collection of all refunds, rebates, credits, and other amounts due or which may become due (including any interest), and promptly forward to Solutions checks for any proceeds so collected; and
 - iii. Cooperate fully with Solutions as to any claim or suit in connection with refunds, rebates, credits, or other amounts due (including any interest); execute any protest, pleading, application, power of attorney, or other papers in connection therewith; and permit Solutions to represent the Subcontractor at any hearing, trial, or other proceeding, arising out of such claims or suit.
- c) **Release of Claims.** Upon the Subcontractor's submission of the Final Invoice, Solutions payment of the final cost voucher (invoice marked or stamped "Final Invoice") and in consideration of the reimbursement of costs, payment of fee (if any) and release of any amounts previously withheld, the Subcontractor or its assignees, does release Solutions, its officers, agents, and employees, of and from all liabilities whatsoever under or arising from this Subcontract, except claims for equitable adjustment which are already identified in estimated or firm stated amounts. In connection with patent matters, the Subcontractor shall comply with all provisions of this Subcontract, including without limitation those provisions relating to notification and defense of prosecution.
- d) **Unilateral Closeout.** Pursuant to and consistent with the provisions of FAR Clauses 42.705 and 52.216-7, in the event the Subcontractor fails to submit the closeout information required in Paragraph a) above in a timely manner (within sixty [60] days of the Subcontract expiration date) or an exception due to an extenuating circumstance, such failure shall constitute the Subcontractor's express agreement that the amounts paid pursuant to this Subcontract by Solutions to the Subcontractor up to the date the Subcontractor's submissions are due as set forth in this clause, as determined by Solutions' records, constitute the full, complete and final extent of Solutions' financial obligation to the Subcontractor, that the Subcontractor does forever fully and finally remise, release, and discharge Solutions, its officers, agents and employees, of and from any and all liabilities, obligations, claims, and demands whatsoever arising under or relating to this Subcontract, and that the Subcontractor expressly authorizes Solutions to rely on the foregoing representations and release in connection with Solutions' closeout of or other actions taken with respect to Solutions' Contract No. 200-2010-37369 with the Government.
- 38) **The Subcontractor's Time Recording System.** Throughout the period of performance of this Subcontract, the Subcontractor shall maintain a time recording system, satisfactory to Solutions, sufficient to reflect properly the hours charged to this Subcontract, subject to Appendix B Invoicing Instructions.
- 39) **Miscellaneous.**
- a) **Non-Waiver of Rights.** Any action or inaction by Solutions on any occasion to enforce any right or provision of this Subcontract shall not be construed to be a waiver by Solutions of its rights or prevent Solutions from enforcing such provision or right on any

future occasion.

- b) **Validity.** If a court or administrative body of competent jurisdiction declares any provision of this Subcontract invalid, then the remaining provisions of this Subcontract shall be construed to preserve the validity and the substance of the transaction contemplated to the fullest extent possible.
- c) **Section Headings.** The descriptive clause headings are for convenience only and shall not be deemed to limit or otherwise affect the construction of any provision hereof.
- d) **Applicable Law.** This Subcontract shall be construed in accordance with laws and enforced within the jurisdiction of the State of Maryland, without regard to its principles of conflicts of law.

40) **Entire Contract and Order of Precedence.** In the case of any conflict or inconsistency, the following order of precedence shall apply: (1) the Terms and Conditions of this Subcontract; (2) flow down provisions; and (3) Scope as described in Section 2 above. These items shall constitute the entire Subcontract between the parties. Any change, amendment or modification must be in writing and executed by an authorized representative of each party.

41) **Travel.** Payment for travel authorized under this Subcontract shall be made in accordance with the Federal Travel Regulation – FAR 31.205-46.

42) **Security.** To perform the work specified herein, Solutions and its Subcontractor may require access to sensitive data, regular access to Client-controlled facilities and/or access the Client's information systems. The Client has determined that position sensitivity under this effort to be "non-sensitive". To gain access to the sensitive data, Client-controlled facilities, and/or the Client's information systems, Solutions and its Subcontractor must comply with Homeland Security Presidential Directive 12, Policy for a Common Identification Standard for Federal Employees and Contractors, and with the personal identity verification and investigation procedures contained in HHS information Security Program Policy, <http://www.hhs.gov/read/irmpolicy/121504.html> as well as HHS Office of Security and Drug Testing, Personnel Security/Suitability Handbook, dated February 1, 2005, <http://www.hhs.gov/ohr/manual/pssh.pdf>.

43) **US Government Provisions.** The following clauses are incorporated by reference into this Subcontract from the Federal Acquisition Regulation (FAR) and apply with the same force and effect as if given in full text (the full text of the FAR provisions will be made available to the subcontractor at its request and that the full text of the clauses can be assessed at: <http://www.arnet.gov/far/> or <http://farsite.hill.af.mil/>). In addition, all FAR clauses required by the US Government by statute, regulation, or otherwise to be flowed down to are hereby incorporated into this Subcontract by this reference, whether or not they are explicitly referenced in this Article. In all of the following clauses, except 52.222-4, 52.215-1, 52.215-2 and 52.246-23, "Contractor" and "Offeror" mean Subcontractor, and "Government" and "Contracting Officer" shall mean Solutions and/or the Government. Unless otherwise provided, the clauses are those in effect as of the date of this Subcontract.

- a) 52.202-1 DEFINITIONS
- b) 52.203-3 GRATUITIES
- d) 52.203-5 COVENANT AGAINST CONTINGENT FEES
- e) 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
- f) 52.203-7 ANTI-KICKBACK PROCEDURES
- g) 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
- h) 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
- i) 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN TRANSACTIONS
- j) 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
- k) 52.204-7 CENTRAL CONTRACTOR REGISTRATION
- l) 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
- m) 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
- n) 52.215-2 AUDIT AND RECORDS – NEGOTIATION
- o) 52.215-8 PENSION ADJUSTMENT AND ASSET REVERSIONS
- p) 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY
- q) 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES
- r) 52.216-7 ALLOWABLE COST AND PAYMENT
- s) 52.216-8 FIXED FEE
- t) 52.217-8 OPTION TO EXTEND SERVICES
- u) 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS
- v) 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS
- w) 52.219-14 LIMITATIONS ON SUBCONTRACTING
- x) 52.219-16 LIQUIDATED DAMAGES--SUBCONTRACTING PLAN
- y) 52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL

DISADVANTAGED BUSINESS CONCERNS

- z) 52.222-3 CONVICT LABOR
- aa) 52.222-26 EQUAL OPPORTUNITY
- bb) 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAME ERA, AND OTHER ELIGIBLE VETERANS
- cc) 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
- dd) 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
- ee) 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT-PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION YEAR CONTRACTS)
- ff) 52.222-50 COMBATING TRAFFICKING IN PERSONS
- gg) 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION
- hh) 52.223-6 DRUG-FREE WORKPLACE
- ii) 52.223-14 TOXIC CHEMICAL RELEASE REPORTING
- jj) 52.225-1 BUY AMERICAN ACT – SUPPLIES
- kk) 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
- ll) 52.227-1 AUTHORIZATION AND CONSENT
- mm) 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
- nn) 2452.203-70 PROHIBITION AGAINST THE USE OF FEDERAL EMPLOYEES
- oo) 2452.222-70 ACCESSIBILITY OF MEETINGS, CONFERENCES, AND SEMINARS TO PERSONS WITH DISABILITIES
- pp) 2452.239-70 ACCESS TO HUD SYSTEMS (DEVIATION)
- qq) 2452.239-71 INFORMATION TECHNOLOGY VIRUS SECURITY
- rr) 2452.242.71 CONTRACT MANAGEMENT SYSTEM

44) **Severability.** The invalidity of any provision of this Subcontract shall not affect the validity of any other provision or this Subcontract as a whole.

45) **Entire Agreement.** The parties acknowledge that they have read this Subcontract, understand it and agree to be bound by its terms. This Subcontract supercedes all prior agreements, whether written or oral, relating to the subject matter hereof and contains the

entire agreement of the parties. No modification or other change to this Subcontract shall be binding unless such modification or change is in writing and signed by an authorized representative of Solutions and the Subcontractor.

IN WITNESS WHEREOF, the parties have caused to be properly executed on their respective behalf this Subcontract on the day and year first hereinabove written, effective for all intents and purposes as of August 15, 2011.

HEALTHY HOUSING SOLUTIONS, INC.

Jackson L. Anderson, Jr. – President/CEO



October 17, 2011

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH

_____ (printed name)

_____ (title)

_____ (signature)

_____ (date)

Appendix A

SCOPE OF WORK

CDC Study: “Tobacco Control: Adoption, Health Impact and Cost of Smoke-Free Multi-Unit Housing Policies”

I. Subcontractor’s Project Personnel

Deputy Project Manager and Co-Principal Investigator: *Linda Aragon* will commit 418 hours to the project. She will provide executive oversight and assure that all task deliverables for Task 3 (Los Angeles MUH Cohort Study) meet Solutions’ specifications and are completed on time and within budget, including drafts of the manuscripts for peer-review. She will approve all financial transactions and will monitor the project’s progress and achievement of proposed deliverables, including invoicing for the contractors/partners listed in the proposal. Ms. Aragon will serve as one of the primary liaisons to Solutions, Project TRUST, and the Client. She will attend all functions and meetings related to this project, as needed. Ms. Aragon will serve as co-author and reviewer for the manuscript developed for peer-review in Task 3g. She will also be involved in relevant Tasks 1 subtasks.

Senior Researcher: *Tony Kuo, MD* will commit 176 hours to the project. He will assist Dr. Mark Weber, the Senior Epidemiologist who will be a variable part-time employee of Solutions for this project, in designing key evaluation instruments/sampling plans/protocols and conducting data analysis for Task 3. He will help monitor the project’s progress, quality assurance, and achievement of proposed deliverables, and will assist in writing reports and project-related publications or deliverables. Dr. Kuo will serve as co-author and reviewer for the manuscript developed for peer-review in Task 3g.

Air Quality Monitoring Technical Consultant: Subcontractor will contract with *Neil Klepeis, PhD* for 485 hours of his services. He will design the Task 3 air quality monitoring protocol, conduct training, provide quality assurance monitoring, analyze air quality data and participant activity logs, and assist in writing reports and project-related publications or deliverables. He will serve as co-author and reviewer for the manuscript developed for peer-review in Task 3g.

Epidemiologist #1 (for Task 3 activities) – To Be Hired (3,654 hours). Under direct consultation with Dr. Mark Weber, Epidemiologist #1 will help plan, organize, and implement task deliverables for Task 3, including working with Solutions’ Field Data Collectors. This position will assist in writing evaluation instruments, protocols, findings for reports and project-related publications or deliverables. This position will also attend all functions and required meetings, as needed.

Epidemiologist #2 (for Task 4 activities) – To Be Hired (3,132 hours). Under direct consultation with Dr. Mark Weber, Epidemiologist #2 will help plan, design, organize, and implement all task deliverables for Task 4. This position will conduct data analysis and participate in the writing of evaluation instruments, protocols, findings for reports, project-

related publications, and presentations. This position will manage the day-to-day operation of activities of Task 4, including work with Solutions' Field Data Collectors, maintain monitoring packages, check and prepare outgoing packages, download data from incoming packages, provide on-going troubleshooting support, perform quality assurance of incoming data, maintain database, assist in the creating of diagnostic plots, and assist in preparing summary reports of results. This position will also conduct computer-based literature search and reviews, and develop research recommendations.

Epidemiologist Analyst – To Be Hired (3,654 hours). The Epidemiologist Analyst will assist Dr. Mark Weber and the Epidemiologist #1 with the planning and implementation of task deliverables for Task 3. Under the direct supervision of Dr. Weber, he/she will review and perform data quality assurance procedures on collected data as well as assist with the development of survey instruments, study protocols, and training materials. The Epidemiologist Analyst will also serve as a liaison to Subcontractor's Institutional Review Board (IRB) to ensure that all local human subject protection requirements are met. He/she will conduct descriptive and bivariate statistical analysis of the data and help with preparing reports and presentations of study findings. The Epidemiologist Analyst will conduct computer-based literature search and reviews in support of more advanced analyses (e.g., trend analysis, modeling) and manuscript writing. This position will also provide general administrative and day-to-day operational support for Task 3 and prepare documents such as protocols, training materials, and survey questionnaires as well as assist in the management of collected data and forms including surveys, saliva samples, and incentive fee-related documents. The Epidemiologist Analyst will attend all functions and required meetings, as needed.

Administrative Assistant (for Task 4 Activities) – To Be Hired (2,088). This position will provide general administrative and day-to-day operational support for Task 4 activities, and prepare documents such as protocols, training materials, and survey questionnaires as well as assist in the management of collected data and forms including surveys, and incentive fee-related documents. In addition, the Administrative Assistant will maintain office files, records (including those of a confidential nature), budget-related documents, and tracking logs. The Administrative Assistant will also manage all financial and contractual aspects of this subcontract, including the preparation of invoices, correspondence, and supporting documents to the Los Angeles County Board of Supervisors, Chief Executive Offices, and funding agency for budget and allocation requests.

In addition to the staff named above, Subcontractor will contract for a Laboratory Technician to support the analysis of the cotinine samples.

Table 1 below summarizes Subcontractor's project team members and their associated hours for Tasks 1, 3 and 4.

Table 1: Subcontractor's Project Team Members and Projected Number of Hours by Task

Subcontractor's Project Team Members	Task and Hours			
	Task 1	Task 3	Task 4	TOTAL
Tony Kuo, Senior Researcher	0	176	0	176
Linda Aragon, Deputy Project Director and Co-Principal Investigator	32	389	0	418
Epidemiologist #1 (To Be Hired)	0	3,654	0	3,654
Epidemiologist #2 (To Be Hired)	0	0	3,132	3,132
Epidemiologist Analyst (To Be Hired)	0	3,654	0	3,654
Administrative Assistant (To Be Hired)	0	0	2,088	2,088
Neil Klepeis, Air Quality Monitoring Technical Consultant	0	485	0	485
Laboratory Technician, Consultant (To Be Hired - \$50,000 budgeted)	0	TBD	TBD	TBD

II. Subcontractor's Project Assignments and Responsibilities

The following narrative describes the Subcontractor's and its project team members' assignments and responsibilities under this project.

A. Task 1: Establish a study oversight team to assure timely task completion and consistent communication and dissemination of progress and reports to CDC COTR.

Task 1a. Assemble a team that, at minimum, consists of a study manager (at least part time), data collectors, statistician, economist, and qualitative researcher and data analysts to conduct the tasks described below.

Task 1e. Establish roles and responsibilities with staff, partners and consultants.

Ms. Aragon will provide consultation to Solutions' Jack Anderson and Carol Kawecky on the development of the Project Work Plan and Schedule.

Task 1d. Establish relationships with the Los Angeles County Tobacco Control Program and Principal Investigator of the CPPW-funded Project Trust operating as part of the Los Angeles County Department of Health and their partners to carry out Task 3.

By virtue of this Subcontract, Solutions has established a contractual relationship with Subcontractor. Ms. Aragon, in turn, will serve as a liaison to Project TRUST and will keep them informed of activities under this project.

Task 1f. Within 21 days of award of contract, travel to Los Angeles, CA or Atlanta (based on availability of COTR), to hold coordination meetings with Project Officer, Subject Matter Experts, and local health officials. The COTR and PGO Contracting Officials will participate

via conference call as required.

Solutions will hold the project kick-off meeting at the Client's headquarters in Atlanta, Georgia on August 22 and 23, 2011. The meeting will span two days in order to allow time for Solutions, Subcontractor and Westat, Inc. (another Solutions subcontractor for this project) to discuss any feedback on data collection instruments and study design provided by the Client's Project Officers (PO) and Contract Officer's Technical Representatives (COTR) on the first day and to make preliminary revisions for the Client's review and discussion the second day. Ms. Aragon will attend this meeting.

B. Task 3: *Conduct a study to examine the health and social impacts and cost effectiveness of regulatory MUH smoke-free policies using quasi-experimental quantitative study designs.*

Table 2 below identifies Subcontractor's project team members associated with Task 3 subtasks.

Table 2 Subcontractor's Project Team Members Per Task 3 Subtasks

Project Team Member	Task 3a	Task 3b	Task 3c	Task 3f	Task 3g
Tony Kuo	X	X	X	X	X
Linda Aragon	X	X	X	X	X
Epidemiologist #1 (To Be Hired)	X	X	X	X	X
Epidemiologist Analyst (To Be Hired)	X	X	X	X	X
Neil Klepeis, consultant	X		X	X	X
Laboratory technician consultant (To Be Hired)			X		

In overview, Dr. Mark Weber will serve as the Solutions Team Lead for Task 3. Under Dr. Weber's lead, Ms. Aragon and the other Subcontractor project team members will have primary responsibility for the following activities:

1. Preparation of a study plan document that includes the sampling plan, dissemination plan, data analysis plan, and logic model for the Task 3 Los Angeles County study.
 - a. Subcontractor will incorporate into this study plan any materials pertaining to the work for Task 2, as developed by Solutions and Westat, and provided to Subcontractor by Solutions.
 - b. Subcontractor, Westat, and Solutions will collaborate on issues related to study plan development, sampling, and task administration to assure that the Project Concept goals for Task 3 are met.
 - c. Subcontractor will provide a list to Solutions and Westat of Multi-Unit Housing (MUH) complexes (with a rough estimate of units) in all of the communities proposed for study in the different cohort communities in order to implement the sampling plan.

2. Modification of the MUH operator and resident questionnaires from Roswell Park Institute provided by the Client to address the study questions for this project. This will include adding questions as needed to the MUH resident survey to collect self-reported smoking behavior and health outcomes for all members of the household, self-reported utilization of health care services for respiratory and heart-related conditions for the past year, and self-reported number of lost school or work days related to respiratory or heart-related conditions in the past year; if needed. Westat and Solutions will provide input to Subcontractor for this effort.
3. Development of the screening interview for all MUH resident surveys, incorporating review and comments by Solutions and Westat as needed to develop protocols and training for Solutions' and Westat's Field Data Collectors.
4. Development of protocols and procedures for cotinine samples and air quality monitoring, including any Quality Assurance Plans required for this purpose.
5. Training Solutions' and Westat's Field Data Collectors on cotinine and air quality monitoring procedures, including sample collection, storage, and maintenance of the chain of custody.
6. Providing office space for Solutions' and Westat's Field Data Collectors, and sampling equipment and supplies needed for the Los Angeles County cohort.
7. Preparation of the documents for Subcontractor's IRB.
8. Analysis of cohort data, including data cleaning, entry and database development for data from air quality monitoring and cotinine sampling.
9. Preparation of one manuscript for peer-review.

Task 3a. *Conduct a cohort study of residents, their exposure to secondhand smoke, and the quality of air in their residences*

Task 3a.1. *Per Task 2 develop a survey for MUH residents based on surveys in Appendix A that meets goals of both Task 2 and Task 3.*

Task 3a.1 activities will include the development of the study plan, including the sampling plan, dissemination plan, logic model, and data analysis plan specified under Task 3f.

Beginning with the effective date of the Subcontract, and in subsequent biweekly phone calls, Solutions', Westat's, and Subcontractor's project team members will identify the research hypotheses that will guide data collection for Task 3. Any changes to the study questions will be discussed with the Client's POs and COTRs.

Dr. Mark Weber and Subcontractor's project team members will draft the study plan, including those documents required for Task 3f. Solutions and Westat will review and comment on the sampling plan, questionnaire content and sequence of questions, and data analysis plan. Ms. Carol Kawecki will provide Subcontractor with all the study design-related documents needed to meet Task 2 requirements, especially visual assessment tools. (Note: Subcontractor has no assignments or responsibilities related to Task 2.)

Components of the Study Plan:

The sampling approach will utilize a two-stage cluster sample design to select MUH complexes and individual units within each complex. A probability sample of MUH complexes proportional to size (stage 1) and a census of eligible MUH units (stage 2) will be used to select MUH units for participation in the cohort study. The primary screening criterion will be that no member living in the unit is known to smoke cigarettes. In addition, the interview participant (1) will not currently using nicotine replacement therapy or any tobacco products, and (2) can speak and understand selected interview languages (English or Spanish). For the MUH resident survey where the unit is occupied by adults, the adult with the most recent birthday in each sampled unit will be selected for interview and asked to report on the health status of the entire household. In units where children under age 18 reside, the child's parent will be asked to report on the health status of the child and the rest of the household.

As part of the study plan, Dr. Weber, Dr. Kuo, and Ms. Aragon will take the lead in drafting the Los Angeles County screening questions and modifying the Roswell Park Institute MUH operator and MUH resident questionnaire for the purpose of Task 3. The screening questionnaire will be used to determine eligibility for inclusion in the Los Angeles County MUH resident cohort study. Solutions and Westat will identify modifications to the questionnaires as needed to address requirements related to Task 2. All draft questionnaires will be submitted by Solutions to the Client's PO and COTR for review and comment, and then revised for inclusion in the final IRB and Federal Office of Management and Budget (OMB) submissions.

The MUH Resident Survey will assess residents' history of smoking-related chronic diseases, including respiratory diseases and symptoms, self-reported utilization of health care services for respiratory and heart-related conditions for the past year, self-reported lost school or work days related to respiratory or heart-related conditions in the past year if needed, experiences and attitudes toward smoke-free policies (voluntary and regulatory), smoking status, home smoking policies, SHS exposure, barriers and motivators to complying with a smoke-free housing policy, understanding of the existing smoking-related policies in the complex, beliefs about implementation and enforcement issues, and socioeconomic characteristics. The MUH Resident Survey will consist of primarily close-ended questions.

The MUH Operator Survey development will be undertaken for both Task 2 and Task 3a, and will consist of adding questions to the Roswell Park Institute MUH operator questionnaire as needed to determine issues related to implementing a smoke-free policy.

Westat and Solutions staff will pilot test the MUH Operator and Resident Surveys in Baltimore and Rockville, Maryland. Questions will be evaluated for clarity, ambiguity, flow, and cultural relevancy.

Under Dr. Weber's lead, Subcontractor will develop the protocol, training materials, and Quality Assurance Plan for all biological and environmental samples needed for Tasks 3c.2 and 3c.4, with assistance from Dr. Klepeis and Westat, as needed. Solutions' and Westat's Field Data Collectors will collect the samples per protocol and return them to Subcontractor for analysis.

Once the MUH Operator and Resident Surveys are finalized, Westat design staff will convert them into scannable forms and create a data management system that will allow tracking progress of data collection in the field. Form design will be the responsibility of Westat, but will involve consultation with and feedback from Subcontractor's project team members.

Task 3a.2. *Identify cities with MUH policies in place, those where policies are being actively pursued and those where policies are not expected to pass during the course of the study.*

Five cities in Los Angeles County, including Santa Monica, Glendale, Burbank, South Pasadena, and Calabasas, have adopted a smoke-free MUH policy. Santa Monica recently expanded the scope of the ordinance to add disclosure. Seven other cities in the county are actively engaged in the policy adoption process, including Baldwin Park, Lawndale, Sierra Madre, Cerritos, Culver City, Huntington Park, and Compton. Six of these cities (Culver City, Cerritos, Baldwin Park, Lawndale, Sierra Madre, Huntington Park, and Compton) plan to vote on policies in 2011. Hawthorne is likely to vote in March 2012.

A special emphasis will be placed on selecting cities for smoke-free MUH regulatory policy campaigns with ethnically diverse populations and substantial health disparities, such as the cities of Compton and Huntington Park. Currently, Subcontractor is conducting community needs assessments (e.g., assessing cities' readiness for a smoke-free MUH regulatory policy) in several additional cities. For example, public opinion surveys have been conducted in the city of Hawthorne to assess the level of support for smoke-free MUH regulatory policies among adult residents. Other cities under consideration for smoke-free MUH regulatory policies include Artesia, Inglewood, South El Monte and San Gabriel. None of Los Angeles County's 88 cities are considered "off limits" for smoke-free MUH regulatory policies; hence the process of conducting city-level needs assessments will be an ongoing effort by Subcontractor.

Task 3a.3. *Identify and recruit approximately 800 MUH residents in LA County in concert with Task 3b.*

Approximately 1,000 MUH residents in Los Angeles County will be recruited for the purposes of the prospective cohort study to increase statistical power.

Identification of MUH Apartment Complexes for Study:

Based on Subcontractor's needs analysis, as Los Angeles County cities are identified for inclusion in both components of the prospective study, Subcontractor will provide Solutions and Westat with a list of all MUH apartment complexes. This list will include, where possible:

- Name and location of complex;
- Contact information (e.g., website address, property management fax and phone number);
- Type of apartment complex (market-rate v. subsidized); and
- Number of units in the complex.

Based on the sampling plan and other information provided by Subcontractor, Solutions and Westat will identify 50 MUH complexes per study condition. A sample of MUH complexes will need to be selected from the list developed by Subcontractor. Once Westat receives the list of

occupied units, it will identify the specific units that need to be interviewed, following the sampling framework and analysis plan developed by Subcontractor in consultation with Westat's Dr. David Marker. Westat's Statistician will identify the specific units to be sampled, and provide this list to Subcontractor, Solutions, and other Westat project team members for communication to Solutions' and Westat's Field Data Collectors in Los Angeles County.

The proposed lists will be reviewed by Subcontractor and then included in the study design package and OMB/IRB materials. Once OMB/IRB approval is completed, forms will be finalized and data collection will begin.

Hiring and Training of Field Data Collectors:

Solutions will hire 13 bilingual Field Data Collectors from Los Angeles County for the purposes of recruiting and interviewing MUH operators and residents. Westat will hire one bilingual Field Data Collector Supervisor from Los Angeles County for the purposes of day-to-day supervision of Solutions' Field Data Collectors and maintenance of daily data collection quality control. The Field Data Collector Supervisor will also collect data, time permitting. Subcontractor will provide space within its offices in Los Angeles for the Field Data Collector Supervisor, as well as the Field Data Collectors, to store and supply the cotinine sample collection kits and air quality monitoring equipment to be used.

Westat will develop a training manual that will be distributed to each Field Data Collector working on the Los Angeles County MUH Operator and Resident Surveys. Topics to be covered in the manual include:

- General study information, including any relevant background information, project goals, and research design and methods;
- General interviewer techniques, such as the appropriate way to ask questions and record answers, contacting and recruiting participants, professional behavior, and standards and ethics;
- Data collector duties;
- MUH operator and resident questionnaires for use in Los Angeles County, including question-by-question specifications;
- Gaining cooperation and refusal conversion; and
- Step-by-step instructions for completing the data collection protocol, including administering informed consent, the questionnaire, probing, logging problems, distributing the incentive and questionnaire storage and shipping. Subcontractor will provide the protocol that includes the chain of custody procedures and lab sampling forms for cotinine samples and air quality monitoring data to Westat for inclusion in the training manual.

Within one month of hiring, Westat, Solutions, and Subcontractor will train Field Data Collectors in all of the necessary skills to execute the study during a three-day training session in Los Angeles. Training will include participant recruitment, administration of the MUH Operator and Resident Surveys, and handling and field storage procedures for completed questionnaires. In addition, training will cover administrative procedures.

Training will occur at Subcontractor's offices in Los Angeles. Westat's Mary Dingwall will

conduct the training related to recruitment and administration of the Los Angeles County MUH Operator and Resident Surveys. Solutions' Carol Kawecky will train on how to conduct the visual assessment. Dr. Kuo will train on how to collect cotinine samples. Subcontractor's consultant, Dr. Klepeis, will train on how to install and collect air quality monitoring equipment.

Recruitment of MUH Residents for the Los Angeles Cohort:

While awaiting OMB clearance, Solutions and Westat will review the lists of MUH apartment complexes provided by Subcontractor to determine if there are large corporations that control many of the MUH complexes that are likely to be included in the sample. Solutions and Westat will work with the Client and Subcontractor to contact the corporate (or regional) offices of these companies to gain cooperation before contacting the MUH operators directly.

Solutions will draft posters and flyers advertising the study, and Westat and Subcontractor will provide review and comment. (These recruitment materials will be subject to OMB and IRB review.)

Westat will prepare a letter of introduction for Solutions' and Westat's Field Data Collectors to have available in the event that a resident questions the legitimacy of the study. This letter will include telephone numbers for study contacts. This will include a letter of introduction from Subcontractor's Director of Public Health and Health Officer, Dr. Jonathan Fielding.

Task 3b. After IRB and OMB approvals received, conduct survey.

The Client will submit all documents required for Client's IRB and OMB review by December 1, 2011. After OMB and IRB approval have been obtained, Solutions, Westat and Subcontractor will conduct the study in accordance with the approved data collection plan.

Dr. Mark Weber and Dr. Kuo will develop and submit the Subcontractor's IRB application. Subcontractor fully understands and agrees that no activities related to this study will be undertaken until approval has been obtained from both the Westat and LACDPH IRBs, and from OMB.

Task 3c. Assess exposure to secondhand smoke and air quality in multiunit housing units.

Task 3c is subdivided into Tasks 3c.1 through 3c.4. See the description of each task below.

Task 3c.1. Use a quasi-experimental design to recruit participants in MUH cohort study

The quasi-experimental design proposed for the prospective cohort study will be detailed in the study plan for Task 3a and will consist of 60 MUH Operator Surveys, 500 MUH Resident Surveys each from 500 MUH units randomly selected within the "treatment" (exposure to a smoke-free regulatory policy) and 500 units randomly selected from comparison communities (no exposure to voluntary or regulatory MUH policy), site observational surveys of MUH apartment complexes, cotinine assessment from one adult and one child resident if possible, and environmental air quality assessment in 100 randomly selected MUH units in the treatment and

comparison communities. Data will be collected at baseline and again up to nine months later. Note that the timing for the follow-up resident questionnaires, cotinine and environmental assessments is dependent on several factors:

1. Completion of OMB and IRB approval by February 2012.
2. Sufficient time for data collection and preparation to enable transfer of datasets to Subcontractor in a timely manner to give Dr. Mark Weber and Subcontractor's project team members sufficient time for analysis and preparation of the manuscript for peer-review.

Task 3c.2. *Collect data at baseline and follow-up through a variety of methods*

Solutions' and Westat's Field Data Collectors will store the signed consent/assent forms and completed MUH Operator and Resident Surveys in a locked box. This box will be stored in the trunk of their locked cars when they are conducting interviews. Saliva samples will be stored in a cooler in the trunk of their locked car until they have completed data collection for the day. At the end of the interviewing day, the Field Data Collectors will take the completed forms and saliva samples to Subcontractor's offices in Los Angeles. As identified in 3c.4, air quality monitoring equipment will also be retrieved from a given unit and returned to Subcontractor's offices in Los Angeles.

All saliva specimens will be stored, initially in a cooler containing ice during transport (about 4 degrees Celsius) and then transferred to freezers at Subcontractor's offices in Los Angeles. Specimens will be frozen at - 20 degrees Celsius until analysis. Subcontractor will arrange for cotinine assays performed in a blinded fashion using gas liquid chromatography (or if test strips, colorimetric immunoassay to detect cotinine and other nicotine-cotinine derivatives). Subcontractor will also develop the database, perform data entry and quality control, and conduct the analysis of these sample results.

Task 3c.4. *Assess SHS exposure using air quality monitoring devices*

Dr. Mark Weber and Subcontractor's consultant, Dr. Klepeis will oversee the air quality monitoring portion of the study that measures the impact of regulatory or voluntary smoke-free MUH smoking policies on fine particle concentrations (PM_{2.5}). A random subsample of 100 MUH units from the treatment and control conditions (200 MUH units in total) will be selected for air quality monitoring before (i.e., at baseline) and again after (i.e., at follow-up) the policies are passed and implemented. Follow-up air quality assessments will be conducted approximately nine months after the policy is in effect to ensure that there has been sufficient time for policy implementation.

One per minute particle levels for three full days will be measured to capture a representative sample. Solutions' and Westat's Field Data Collectors will place monitors in the main living area of each unit in the same location at baseline and follow-up. To reduce the burden of the air quality monitoring to the MUH residents, the pump noise of the monitors will be mitigated with muffling material in a plastic receptacle to eliminate annoyance for unit occupants. Dr. Klepeis has found in previous work that participants are willing to have monitors placed in their homes

for weeks if the results of the air quality monitoring are shared.

Subcontractor will purchase and sequentially monitor 29 Monitoring Sampling Packages in the 200 MUH units (approximately 18 weeks of sampling per year) using the following equipment per unit: (1) An industry-standard real-time SidePak laser photometer for measuring continuous PM_{2.5} levels; (2) An industry-standard gravimetric PM_{2.5} filter-and-pump sample; and (3) a novel and inexpensive real-time Dylos particle counter, which has been used by Dr. Klepeis and colleagues to roughly discriminate different types of aerosol sources allowing us to segregate levels associated with cooking, ambient, or suspended dust sources in the monitored unit. Both types of real-time particle monitors will be calibrated in the laboratory against a TEOM particle standard to obtain mass conversion factors for a range of particle source types. Each study participant will be asked to keep daily time-activity records on tobacco smoke odor, as well as times spent at home, cooking and cleaning activities, and other particle-generating activities. To control for the existence of tobacco smoke contamination in a given unit, units where odor was reported and at least one smoker was known to live in an adjacent unit will be placed into a subset. Data measured at local California Air Resources Board (CARB) air quality monitoring stations will be gathered to control for the effects of variation in ambient fine particle levels.

All real-time data will be immediately downloaded and stored on a password-protected server at Subcontractor's offices by Subcontractor's and Westat's Field Data Collectors once the monitors are retrieved from a given unit. Filter samples will be frozen until re-weighing is performed. Duplicate filter samples will be gathered in each MUH unit for each monitoring period and blanks will be used for each batch of weighing. Overall time-averaged three-day concentrations will be calculated from each particle measurement technique grouping results with similar ambient profiles. As an additional outcome measure to control for units with tobacco odor, isolated real-time peaks associated with reported smoke odor, omitting non-tobacco peaks will be analyzed based on the response analysis from the Dylos particle counts and reported time activities.

Task 3f. *For all Task 3, develop an analysis and dissemination plan including a logic model that describes the mechanisms through which smoke-free MUH policies can potentially impact health and costs, and have cost benefits.*

The logic model, data analysis plan, and dissemination plan that Subcontractor develops for the Los Angeles County cohort will be included in the Task 3a.3 deliverables. The logic model will clarify and guide research questions by specifying a conceptual blueprint delineating evaluation components and relationships among them. Its purpose is to graphically represent the relationships between an intervention and its intended effects, state the assumptions that underlie expectations that an intervention will work, and frame the context in which the intervention operates. It should also help to inform the analysis plan. The logic model will be based on templates already provided by the Client.

The data analysis plan will specify the procedures appropriate to the type of data and research question. The overall data analysis strategy will be to utilize a "stepwise" approach starting with univariate analyses (e.g., description statistics such as frequencies and percentages), followed by

bivariate analyses (e.g., two-way cross-tabulations, correlations), stratified analyses (e.g., three-way cross-tabulations using confounder or control variable), and multivariate procedures (e.g., conditional logistic regression, multilevel modeling). It will also include further identification of the proposed units of analysis within and across research questions; discussion of contingencies for data analysis and interpretation; methods for dealing with poor quality and/or missing data; and the format of data reports. This analysis plan will be coordinated with the case study analysis plan (part of Task 2) for the other non-Los Angeles County communities to ensure consistency.

The dissemination plan will examine and recommend for utilization multiple strategies to ensure that the study's findings are effectively translated and disseminated. These strategies could include:

- Engaging key stakeholders at the initial stage of the project and incorporating their needs into the evaluation planning.
- Preparing key stakeholders for use of the study's findings by discussing how potential findings might affect their decision-making, exploring positive and negative implications of potential results, and identifying different options for program improvement.
- Designing and validating data collection tools before usage, and providing technical assistance and training to data collectors to ensure data quality.
- Conducting analysis targeting key stakeholders' needs and providing feedback on key findings in an easy-to-read format to key stakeholders on a timely and continuous basis.
- Tailoring interim and final reports and recommendations to meet the needs of different key stakeholders.
- Conducting follow-up with key stakeholders, and providing training and technical assistance to ensure that the evaluation findings are properly used, recommendations are correctly understood, and lessons learned are addressed in future public health practice.
- Sharing evaluation findings and lessons learned with key stakeholders in multiple formats and ways such as reports, publications, toolkits, and presentations through mailings, emails, project website, community forums, media interviews, and newsletters.

Task 3g. *Provide a summary report of a major lessons learned and analytic results*

Subcontractor will prepare one manuscript for a peer-reviewed journal that analyzes the cohort data, which will be reviewed by Solutions, Westat, and the Client.

Westat will prepare and transmit to Subcontractor the Los Angeles County MUH Operator and Resident Surveys datasets for the purpose of analysis and development of the draft manuscript for peer-review that analyzes the cohort data. Westat will transfer the cleaned Los Angeles County MUH Operator and Resident Surveys datasets to Subcontractor within 60 days after completion of the last interview for the pre-adoption phase of the study and again within 60 days of the last interview for the post-adoption phase of the study.

Specifically, Westat will:

1. After data entry, store the extracted data in a single database. For the MUH Resident Survey, images will be stored in an image database and retrieval system. The central digital image archive can then be used by Subcontractor to search, retrieve and view

images, and edit and deliver data in the format specified by the Client’s PO and COTR, and Subcontractor.

2. Prepare the weighting variables needed for Subcontractor’s analysis. The appropriate weights will be determined through consultation between Westat’s Dr. David Marker and Dr. Mark Weber after the MUH Resident Survey data have been collected. Once data collection has been completed, Westat will develop and apply weights for the MUH Operator Survey data, and weight the MUH Resident Surveys based on the two-stage sample selection process developed by Subcontractor, with consultation from Dr. Marker. Expected drop off of some respondents from the first wave of interviews (a combination of people who move and people who refuse to participate in the second round) will complicate the weighting process for the “post-adoption” data. Westat’s Statistician will develop and implement the weights for the MUH Operator Survey and both rounds of the MUH Resident Surveys. The final weighting variables will be included in the dataset transferred to Subcontractor.
3. Develop data codebooks and frequencies to accompany data file delivery. The data will be easily delivered in a variety of different formats with associated metadata to the Subcontractor. Data files can be exported in various file formats, including Excel. The image files can be exported via Web, CD, or DVD.
4. Send Subcontractor a secure electronic copy of all Los Angeles County MUH Operator and MUH Resident Surveys, and a cleaned data set, to Subcontractor for analysis.

C. Task 4: Conduct a study of MUH operators to examine the social, economic, and health impact (exploratory) of regulatory MUH smoke-free policies using a quasi-experimental pretest – posttest quantitative study design.

Task 4 promotes the achievement of the overall study goals by advancing the understanding of the role of the operators (e.g., owners and managers) in the adoption, implementation, and enforcement of regulatory MUH smoke-free policies, and also permits exploration of other health impact, health care utilization, and health care cost databases that can increase understanding of the health impact of the policies on residents. The will support the study’s four primary research questions:

1. What is the impact of regulatory MUH smoke-free policies on MUH operator’s self-reported barriers and facilitators of MUH adoption, implementation, and enforcement?
2. What is the impact of regulatory MUH smoke-free policies on MUH operator’s knowledge, attitudes, beliefs, and intentions about such policies?
3. What is the cost-effectiveness of regulatory MUH smoke-free policies?
4. What is the health impact of regulatory MUH smoke-free policies?

Table 3 below identifies Subcontractor’s project team members associated with Task 4 subtasks.

Table 4 Subcontractor’s Project Team Members Per Task 4 Subtasks

Project Team Member	Task 4a	Task 4b	Task 4c
Tony Kuo	X	X	X
Linda Aragon	X	X	X

Epidemiologist #2 (To Be Hired)	X	X	X
Administrative Assistant (To Be Hired)	X	X	X

Task 4.a. *Conduct a cohort study of the role of operators in the adoption, implementation, and enforcement of regulatory MUH smoke-free policies*

Task 4.a.1. *Prepare MUH Operator Surveys appropriate for a quasi-experimental pretest - posttest design and incorporate this modification into all required study plan documents.*

The quasi-experimental pretest – posttest design involves modification to the MUH Operator Surveys being developed under Task 3.

The study will need to collect data from a minimum of 130 operators in Phase 1 (pre-policy implementation) each from the control and treatment cities (260 MUH operators in total) in Los Angeles County. Of the 130 Phase 1 MUH Operator Surveys in each study condition, 100 are new to Task 4 and 30 are to be interviewed as part of Task 3c (for a total of 60 MUH Operator Surveys across study conditions). In Phase 2 (post-policy implementation) of data collection, the study will attempt to re-interview all 130 operators in the control and all 130 operators in the treatment cities (a total of 260 MUH Operator Surveys). The MUH Operator Surveys in Los Angeles County will be English-only. Once the final MUH Operator Survey is approved by the Client after pilot-testing, it will be submitted as part of the packages to OMB and to the relevant IRBs.

Task 4.a.1 activities will assure that all design issues related to Task 4 are included in the study plan submitted for the entire project (Tasks 2 and 3), including the logic model, the data analysis plan, and the dissemination plan. Dr. Mark Weber and Subcontractor's project team members will draft the study plan, with Solutions and Westat providing review and comments. The study plan will require input from the Client's technical experts, and especially the Client's COTR. Any changes to the study plan will be discussed with the Client's PO and COTR.

As part of the study plan, Dr. Weber, and Dr. Kuo and Ms. Aragon will take the lead in drafting the Los Angeles County MUH Operator Survey to include Task 4 issues, based on the Roswell Park Institute MUH operator questionnaire and other available surveys. Solutions' Rick Nevin will collaborate with Subcontractor's project team members to develop cost-benefit questions to be incorporated into the MUH Operator and MUH Resident Surveys. Solutions and Westat will review and provide comments, including questionnaire content and sequencing of questions. All draft MUH Operator and Resident Surveys will be submitted to the Client's PO and COTR for review and comment, and then revised for inclusion in the final IRB and OMB submissions.

The MUH Operator Survey will include: (1) demographics; (2) smoking status; (3) knowledge, attitudes, beliefs, and intentions about smoke-free MUH policies; (4) questions about existing smoking-related policies in the complex; and (5) barriers and facilitators to MUH policy adoption, implementation, and enforcement. In addition, extensive MUH policy-related cost

items will be included, such as smoking-related maintenance costs, and costs of implementing and enforcing the policy. More specifically, this may include questions about staff education, training, and outreach expenses when implementing the policy, and costs for ashtrays, shelter, receptacles, benches, lighting, and signage costs associated with any outdoor smoking area. Other examples of costs during the pre-implementation stage could include garbage can fires, bark dust fires, the unsightly appearance of cigarette butts in receptacles, walks, and on planted and paved areas, and the direct expense to the management in cleaning. During implementation, there will be costs associated with the enforcement of the new smoke-free policy, which is anticipated to have varying levels of tenant compliance and will be an additional enforcement burden for MUH complex management and staff. Such enforcement may include providing additional smoking cessation materials, referral to the MUH complex's Resident Services Coordinator, and issuance of termination notices. All these activities would entail costs for the MUH complex's management. Thus, the Phase 2 MUH Operator Survey is anticipated to be somewhat different from the MUH Operator Survey used in Phase 1.

Once the MUH Operator Survey is finalized, Westat's project team members will convert it into interview and data entry-friendly forms, and create a data management system that will allow tracking progress of data collection in the field. Form design will be the responsibility of Westat, but will involve consultation with Subcontractor's project team members.

The logic model, the data analysis plan, and the dissemination plan that the Subcontractor develops for the Los Angeles County cohort will include all Task 4 deliverables. The considerations involved in preparing these documents will include the following:

- The logic model will clarify and guide research questions by specifying a conceptual blueprint delineating evaluation components and relationships among them. Its purpose is to graphically represent the relationships between an intervention and its intended effects, state the assumptions that underlie expectations that an intervention will work, and frame the context in which the intervention operates. It should also help to inform the data analysis plan. The logic model will be based on templates provided by the Client.
- The data analysis plan will specify the procedures appropriate to the type of data and research question. The overall data analysis strategy will be to utilize a "stepwise" approach starting with univariate analyses (e.g., descriptive statistics such as frequencies and percentages), followed by bivariate analyses (e.g., two-way cross-tabulations, correlations), stratified analyses (e.g., three-way cross-tabulations using confounder or control variable), and multivariate procedures (e.g., conditional logistic regression, multilevel modeling). It will also include further identification of the proposed units of analysis within and across research questions, discussion of contingencies for data analysis and interpretation, methods for dealing with poor quality and/or missing data, and the format of data reports. The data analysis plan will be coordinated with plans for the other non-Los Angeles County communities (part of Task 2) to ensure consistency.
- The dissemination plan will examine and recommend for utilization multiple strategies to ensure that the study's findings are effectively translated and disseminated. These strategies could include:
 - Engaging key stakeholders at the initial stage of the project and incorporating their needs into the evaluation planning.

- Preparing key stakeholders for use of the study's findings by discussing how potential findings might affect their decision-making, exploring positive and negative implications of potential results, and identifying different options for program improvement.
- Designing and validating data collection tools before usage, and providing technical assistance and training to data collectors to ensure data quality.
- Conducting analysis targeting key stakeholders' needs and providing feedback on key findings in an easy-to-read format to key stakeholders on a timely and continuous basis.
- Tailoring interim and final reports and recommendations to meet the needs of different key stakeholders.
- Conducting follow-up with key stakeholders and providing training and technical assistance to ensure that the evaluation findings are properly used, recommendations are correctly understood, and lessons learned are addressed in future public health practice.
- Sharing evaluation findings and lessons learned with key stakeholders in multiple formats and ways such as reports, publications, toolkits, and presentations through mailings, emails, project website, community forums, media interviews, and newsletters.

All materials for Task 4 will be incorporated into the IRB and OMB applications. Specifically:

- The Client will submit all documents (including the MUH Operator Survey and protocol) required for IRB and OMB review by December 1, 2011. After OMB and IRB approval have been obtained, the study will be conducted in accordance with the approved data collection plan.
- Dr. Weber and Dr. Kuo will incorporate all materials pertaining to Task 4 in the application they develop and submit to Subcontractor's IRB. Subcontractor fully understands and agrees that no activities related to this study will be undertaken until approval has been obtained from both the Westat and Subcontractor IRBs, and from OMB.

Task 4.a.2. *Identify and recruit approximately 260 MUH operators in Los Angeles County*

The increased interviewing required under Task 4 will require Solutions to hire additional Field Data Collectors to conduct the interviews. As a result, Solutions will schedule a training session before Phase 2 for all of its and Westat's Field Data Collectors. This will be a combination of a refresher training and a new training, with the exact content to be adjusted based on the number of new Field Data Collectors.

The process of recruitment of MUH Operators for Phase 1, and Solutions' hiring and training of additional Field Data Collectors will occur as follows:

- Within one month of hiring, Westat, Solutions, and Subcontractor's project team members will train Field Data Collectors in all the necessary skills to execute the study during a three-day training session at Subcontractor's offices in Los Angeles.
- Training will include participant recruitment, administration of the MUH Operator Survey, and handling and field storage procedures for completed questionnaires. In addition, training will cover administrative procedures.
- Solutions' and Westat's Field Data Collectors will follow the same collection and reporting protocols as planned for Task 3c, but will be trained on the MUH Operator Survey developed specifically for Task 4.

Recruitment of MUH Operators for the Los Angeles County Cohort

Dr. Weber, in consultation with Westat's David Marker, will execute the sampling plan, adapted to include Task 4. The process of preparing this sampling plan is as follows:

- The sampling approach will utilize a two-stage cluster sample design to select MUH complexes and individual units within each complex.
- A probability sample of MUH complexes proportional to size (stage 1) and a sample of eligible MUH units (stage 2) will be used to select MUH units for participation in the cohort study.
- The sampling frame will be developed from a database Subcontractor recently obtained from the Los Angeles County Office of the Assessor, which contains a listing of MUH complexes in each of Los Angeles County's 88 cities.
- Utilizing the selection of the MUH complexes at stage 1 of the sampling plan, a list of the operators to be interviewed will be developed by linking the name of the complex to the owners using the database from the Los Angeles County Office of the Assessor.
- Subcontractor will provide the list of identified operators to Solutions and Westat.

After OMB clearance is obtained, the process for recruitment will include the following:

- Westat will prepare a letter of introduction for the Field Data Collectors to have available in the event that an operator questions the legitimacy of the study. The letter will include telephone numbers for study contacts as well as an introductory message from Subcontractor's Director of Public Health and Health Officer, Dr. Jonathan Fielding.

Task 4.b. *Explore the use of other data sources to support the cost-benefit study*

Solutions and Subcontractor will prepare a cost-benefit analysis based on the data from the MUH Operator and Residents Surveys, and other data sources. Given this early stage in the research process, the data sources that will be used for this analysis are still to be determined. Recognizing that this effort is the first step in what may be many additional efforts to independently conduct cost-benefit and health impact studies by both the Client and Subcontractor, Subcontractor's Health Economist (in-kind services) will be consulted throughout the design and analysis process. However the cost-benefit analysis of smoke-free MUH policies will combine data from the MUH Operator and MUH Resident Surveys, and any other data judged appropriate from the Communities Putting Prevention to Work (CPPW) cost study, the CPPW Prevention Impacts Simulation Model (PRISM) findings, state or local health impact, health care utilization, or health care databases, research literature, and other data sources, after the review for Task Deliverable 4.b is complete. Subcontractor will work with Solutions' Rick Nevin to identify and extract relevant data from the CPPW cost study, PRISM, and other state and local data sources.

The MUH Operator and MUH Resident Surveys findings will be limited by the lack of data on smokers. The CPPW cost study is expected to provide data on government and government contractor program costs associated with promoting and implementing smoke-free MUH policies, but these data will raise questions about how programmatic costs should be allocated to

estimate comparable costs per smoke-free MUH unit. Data limitations might require cost-benefit analysis that combines available data in a report that incorporates qualitative as well as quantitative findings, and estimates extrapolated from other publications where possible (e.g., impact of policy on smoker decisions to quit smoking).

Given the short interval between Phase 1 and Phase 2 for all data collection, health benefits are likely to be identified post- policy implementation, but may take many years after implementation to be fully apparent. For this reason, the direct health benefits associated with reducing SHS exposure as a result of policy implementation might need to be estimated based on published research on monetized benefits from reduced SHS exposure as measured by cotinine exposure reduction and applied to the data from the self-reported health effects in the MUH Resident Survey.

Task 4.c. *Provide a summary report of major lessons learned and draft a manuscript for peer review for the cost-benefit study*

Westat will prepare and transmit to Subcontractor the Los Angeles County MUH Operator Survey dataset for the purpose of analysis by Subcontractor and potential peer-reviewed manuscript development. Westat will transfer the draft Los Angeles MUH Operator dataset to Subcontractor within 60 days after completion of the last interview for pre-implementation phase of the study and a cleaned, weighted dataset within 60 days of the last interview for the post-adoption phase of the study. Westat will:

- Prepare the weighting variables needed for Subcontractor's analysis. The appropriate weights will be determined through consultation between Dr. Marker and Dr. Weber after the MUH operator data have been collected. Once data collection has been completed, Westat will develop and apply weights for the MUH operator data. Expected drop off of some respondents from the first wave of interviews (MUH operators who refuse to participate in the second round) will complicate the weighting process for the "post-implementation" data. Westat's Statistician will develop and implement the weights for the both waves of the MUH Operator Survey. Dr. Marker will oversee Westat's Statistician's activities for sampling and weighting. The final weighting variables will be included in the dataset transferred to Subcontractor.
- Develop data codebooks and frequencies to accompany data file delivery to Subcontractor. The data will be delivered in a variety of different formats with associated metadata. Data files will be exported in various file formats, including Excel. The image files can be exported via Web, CD, or DVD.
- Send Subcontractor a final cleaned dataset for analysis.

Subcontractor will incorporate any other implementation costs, health impact, health care utilization, and health care cost data collected through the Task 4.b. review into the dataset provided by Westat. Subcontractor will conduct the analysis of data to address analysis issues that Mr. Nevin, Subcontractor's Health Economist (in-kind services), other Subcontractor, Solutions, and Westat project team members, and the Client's PO and COTR identify as needed for the preparation of a peer-reviewed manuscript.

Mr. Nevin will take the lead on preparation of a draft peer-reviewed manuscript, working closely with Dr. Weber. Dr. Kuo and Ms. Aragon will review and provide feedback. Once the draft manuscript is completed, it will be sent by Solutions to the Client's PO and COTR for review. Mr. Nevin will be responsible for revising the draft peer-reviewed manuscript to address Client's comments.

Appendix B

INVOICING INSTRUCTIONS

CDC Study: “Tobacco Control: Adoption, Health Impact and Cost of Smoke-Free Multi-Unit Housing Policies”

Subcontractor must submit separate monthly invoices for each of its assigned tasks (Task 1, Task 3 and Task 4), following the invoicing instructions described below, to Healthy Housing Solutions, Inc. (Solutions). Invoices must include a listing of Subcontractor’s project team members’ hours, any other direct costs incurred, and any fringe benefit costs and/or indirect cost charges. All invoices are to be sent to:

Jackson L. Anderson, Jr.
President/CEO
Healthy Housing Solutions, Inc.
10320 Little Patuxent Parkway, Suite 500
Columbia, MD 21044

Task 1: Establish a study oversight team to assure timely task completion and consistent communication and dissemination of progress and reports to CDC COTR.

Maximum Reimbursable Amount: \$5,431.00 (consists of direct labor for Linda Aragon [\$1,972.00], related fringe benefit costs [\$942.02], related indirect costs [\$517.00] and travel charges for Linda Aragon to attend the kick-off meeting in Atlanta, Georgia [\$2,000.00]).

All direct labor, other direct costs, fringe benefit and indirect cost charges for Task 1 project assignments and responsibilities are to be coded to **CDC-SmokefreeMUH-Study-TASK1**, which must appear on Subcontractor’s invoices. In addition, the following CDC accounting codes must appear on Subcontractor’s invoices: (1) **9211944** and (2) **921Z8JM**.

Task 3: Conduct a study to examine the health and social impacts and cost effectiveness of regulatory MUH smoke-free policies using quasi-experimental quantitative study designs.

Maximum Reimbursable Amount: \$794,095.61

Direct labor, other direct costs, fringe benefit costs and indirect cost charges for Subcontractor’s Task 3 project assignments and responsibilities are to be split as follows:

- (A) **\$95,186.00** of the maximum reimbursable Task 3 amount, which is to include the cost of purchasing air quality monitors (\$174,900.00) and \$20,186 of Dr. Neil Klepeis’ fee (Subcontractor’s consultant), are to be coded to **CDC-SmokefreeMUH-Study-TASK3A**, which must appear on Subcontractor’s invoices. In addition, the following CDC accounting code must appear on Subcontractor’s invoices: **939ZMPY**.

- (B) \$698,909.61 of the maximum reimbursable Task 3 amount, which is to include all other direct labor, other direct costs, fringe benefit costs and indirect cost charges, are to be coded to **CDC-SmokefreeMUH-Study-TASK3B**, which must appear on Subcontractor's invoices. In addition, the following CDC accounting code must appear on Subcontractor's invoices: **939ZMQM**.

Task 4: Conduct a study of MUH operators to examine the social, economic, and health impact (exploratory) of regulatory MUH smoke-free policies using a quasi-experimental pretest – posttest quantitative study design.

Maximum Reimbursable Amount: \$410,625.18

Direct labor, other direct costs, fringe benefit costs and indirect cost charges for Subcontractor's Task 4 project assignments and responsibilities are to be split as follows:

- (A) \$210,625.18 of the maximum reimbursable Task 4 amount, which is to include Subcontractor's direct labor, other direct costs, fringe benefit costs and indirect cost charges, are to be coded to **CDC-SmokefreeMUH-Study-Task 4A**, which must appear on Subcontractor's invoices. In addition, the following CDC accounting codes must appear on Subcontractor's invoices: (1) **9211861**, (2) **9211942**, (3) **9211944**, (4) **9212070**, (5) **9213690**, (6) **921P504**, (7) **921Z2BZ**, and (8) **921Z8XK**.
- (B) \$200,000.00 of the maximum reimbursable Task 4 amount, which is to include the cost of purchasing additional air quality monitors (\$99,900.00) and for Subcontractor's other direct labor, other direct costs, other fringe benefit costs and other indirect cost charges (\$100,100.00), are to be coded to **CDC-SmokefreeMUH-Study-TASK 4B**, which must appear on Subcontractor's invoices. In addition, the following CDC accounting code must appear on Subcontractor's invoices: **939ZMPY**.